a rule, required, *Dauchey v. Drake,* 85 N. Y. 407. If the contract is not performed in accordance with the terms, the retention of the goods after the defect has been discovered is a waiver of the defect. *Titley v. Enterprise Store Co.,* 18 Ill. 457. If the goods are to be delivered in installments, and the vendee on receiving part of the goods retains them, he waives any breach of the contract by the vendor, *Shields v. Pettee,* 2 Land. L. C. R. 262 N. Y., and accepting part of the goods and paying for them will justify the vendor in making subsequent deliveries of goods in accordance with the terms of the contract, *Miller v. Moore,* 83 Ga. 685, but if the vendor cannot deliver goods in accordance with the terms of the contract, any installment which goes to the essence of the contract may be refused by the vendee. *Norrington v. Wright,* 115 U. S. 188. Where there is a contract for the sale of goods deliverable in installments, which are to be paid for on delivery, and the seller makes defective delivery in respect to one installment, or the buyer fails to take delivery of or pay for an installment, the question arises whether the breach gives rise merely to a claim for compensation or to a right to treat the whole contract as repudiated. It is difficult to reconcile the English cases upon this point. Some say it is a breach going to the root of the matter, *Hoare v. Rennig,* 5 Hurl. & U. 19, while the opposite view is upheld in the leading case of *Simpson v. Griffin,* L. R. 8 Q. B. 14. In this country the same conflict arises, but the Supreme Court has held it is such a breach. *Norrington v. Wright, supra.*

SEDUCTION—CRIMINAL PROSECUTION—EVIDENCE—ADMISSIBILITY.—STATE V. BENNETT, 110 N. W. 150 (IA.).—*Held,* that in a prosecution for seduction, the prosecutrix was properly permitted to testify that she yielded her person to the defendant's embraces because of his promises. The disqualification of parties as witnesses in their own behalf being now practically obsolete throughout our land as witnesses they may testify to intent or motive. *Wigmore Ev.,* Section 581. In accordance, it was held no error to ask the prosecutrix if, at the time of her seduction, she believed that defendant would marry her. *Armstrong v. People,* 70 N. Y. 38. And in *State v. Brinkhaus,* 34 Minn. 285, and *Ferguson v. State,* 71 Miss. 805, it was held that prosecutrix might testify that she permitted the intercourse because of the promises of marriage. But the accused may testify in rebuttal that prosecutrix knew he was engaged to be married to a third person. *State v. Brown,* 86 Ia. 121. Probably, in Alabama alone is the prosecutrix not permitted to testify to the motive which induced her to sexual intercourse. *Wilson v. State,* 73 Ala. 527.

SLANDER—WORDS ACTIONABLE PER SE.—BATTLES V. TYSON, 110 N. W. 299 (NEB.).—*Held,* to charge a woman with being a lewd character, of using her body for commercial purposes, and with keeping a gambling room, is actionable, *per se.*

It is not necessary in order to render words actionable *per se,* that they bear criminal import. If the words in their ordinary acceptation, would naturally and presumably be understood as importing a charge of crime, they are *prima facie* actionable. *Stroebel v. Whitney,* 18 N. W. 98 (Minn.). So charging a party with keeping a gambling place is sufficient to charge a crime and so is actionable. *Buckley v. O'Neil,* 113 Mass. 193. In *Ross v. Fitch,* 58 Fed. 148, it was held that words, imputing a want of chastity of a female are not actionable *per se,* but that specific damages